

**COUNTY OF MONO  
DEPARTMENT OF PUBLIC WORKS  
SAMPLE PERFORMANCE BOND**

Bond No. \_\_\_\_\_

**WHEREAS**, the County of Mono, acting by and through the Department of Public Works, has awarded to Contractor \_\_\_\_\_, hereafter designated as the "Contractor", a contract for the work described as follows:

**[INSERT DESCRIPTION OF WORK, INCLUDING NAME OF CONTRACT OR CONTRACT #]**

**AND WHEREAS**, the Contractor is required to furnish a bond in connection with said contract, guaranteeing the faithful performance thereof:

**NOW, THEREFORE**, we the undersigned Contractor and Surety are held firmly bound to the County of Mono in the sum of \$ \_\_\_\_\_ dollars (\$ \_\_\_\_\_), to be paid to said County or its certain attorney, its successors and assigns: for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

**THE CONDITION OF THIS OBLIGATION IS SUCH**, that if the above bound Contractor, its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the foregoing contract and any alteration thereof made as therein provided, on his or their part to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning, and shall indemnify and save harmless the County of Mono, its officers and agents, as therein stipulated, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and virtue.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by County in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

IN WITNESS WHEREOF, We have hereunto set our hands and seals on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Correspondence or claims relating to this bond should be sent to the surety at the following address:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Contractor

Name of Surety (SEAL)

By : Attorney-in-Fact

NOTE: Signatures of those executing for the surety must be properly acknowledged.

APPROVED AS TO FORM: \_\_\_\_\_  
Mono County Counsel

CERTIFICATE OF ACKNOWLEDGEMENT

State of California, City / County of \_\_\_\_\_ SS

On this \_\_\_\_\_ day of \_\_\_\_\_ in the year 20 \_\_\_\_ before me  
\_\_\_\_\_, a notary public in and for the City / County of \_\_\_\_\_,  
personally appeared \_\_\_\_\_, known to me to be the person whose name is  
(Attorney-in-fact)  
subscribed to this instrument and known to me to be the Attorney-in-fact of \_\_\_\_\_  
and acknowledged to me that he/she subscribed the name of the said company thereto as surety, and his/her own name as Attorney-in-fact.

(SEAL)

\_\_\_\_\_  
Notary Public

**COUNTY OF MONO**  
**DEPARTMENT OF PUBLIC WORKS**  
**SAMPLE PAYMENT BOND**  
(Sections 9000 et seq., Civil Code)

Bond No. \_\_\_\_\_

**WHEREAS**, The County of Mono, acting by and through the Department of Public Works, hereafter referred to as "Obligee", has awarded to Contractor \_\_\_\_\_, hereafter designated as the "Principal", a contract for the work described as follows:

**[INSERT DESCRIPTION OF WORK, INCLUDING NAME OF CONTRACT OR CONTRACT #]**

**AND WHEREAS**, said Principal is required to furnish a bond in connection with said contract, to secure the payment of claims of laborers, mechanics, materialmen and other persons as provided by law.

**NOW, THEREFORE**, we the undersigned Principal and Surety are bound unto the Obligee in the sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_), for which payment, we bind ourselves, jointly and severally.

**THE CONDITION OF THIS OBLIGATION IS SUCH,**

That if said Principal or its subcontractors shall fail to pay any of the persons named in Civil Code Section 9100, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board for the wages of employees of the Principal and his subcontractors pursuant to Section 18806 of the Revenue and Taxation Code, with respect to such work and labor, that the surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the surety will pay a reasonable attorney's fee to be fixed by the court. This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

Dated: \_\_\_\_\_, 20 \_\_\_\_

Correspondence or claims relating to this bond should be sent to the surety at the following address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Principal

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Surety (SEAL)

By : Attorney-in-Fact

NOTE: Signatures of those executing for the surety must be properly acknowledged.

APPROVED AS TO FORM: \_\_\_\_\_  
Mono County Counsel

CERTIFICATE OF ACKNOWLEDGEMENT

State of California  
City / County of \_\_\_\_\_ SS

On this \_\_\_\_\_ day of \_\_\_\_\_ in the year 20 \_\_\_\_ before me  
\_\_\_\_\_, personally appeared  
\_\_\_\_\_, personally known to me (or proved to me  
(Attorney-in-fact)

on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the  
Attorney-in-fact of \_\_\_\_\_ and acknowledged to  
me that he/she subscribed the name of the said company thereto as surety, and his/her own name as Attorney-in-  
fact.

(SEAL)

\_\_\_\_\_  
Notary Public

**COUNTY OF MONO  
DEPARTMENT OF PUBLIC WORKS  
SAMPLE WARRANTY BOND**

Bond No. \_\_\_\_\_

**KNOW ALL BY THESE PRESENTS** that we, \_\_\_\_\_,  
the Contractor in the contract hereto annexed, as Principal, and, \_\_\_\_\_  
as Surety, are held and firmly bound unto the County of Mono in the sum of \_\_\_\_\_  
(\$\_\_\_\_\_) lawful money of the United States, for which payment, well and truly to be made, we bind  
ourselves, jointly and severally, firmly by these presents.

Signed, Sealed, and Dated

The condition of the above obligation is that if said Principal, its successors and assigns, as Contractor in the contract for the work described herein, or its subcontractor, fails to maintain and remedy in a good workmanlike manner the work of **[INSERT DESCRIPTION OF WORK]** such that it is free from defects in materials and workmanship for a period of one year commencing on \_\_\_\_\_ (the "Maintenance Period") and shall indemnify and save harmless the County of Mono, its officers and agents, as stipulated in the contract, said Surety will pay for the same in an amount not to exceed the sum hereinabove set forth, and also in case suit is brought upon this bond, a reasonable attorney's fee to be fixed by the court.

**PROVIDED, HOWEVER,** that any suit under this bond shall be commenced no later than one (1) year from the expiration date of the Maintenance Period; provided, however, that if this limitation is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law, and said period of limitation shall be deemed to have accrued and shall commence to run on the expiration date of the Maintenance Period.

Dated: \_\_\_\_\_, 20 \_\_\_\_

Correspondence or claims relating to this bond  
should be sent to the surety at the following  
address: \_\_\_\_\_

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Surety (SEAL)

\_\_\_\_\_  
By : Attorney-in-Fact

NOTE: Signatures of those executing for the surety must be properly acknowledged.

APPROVED AS TO FORM:

\_\_\_\_\_  
Mono County Counsel

**CERTIFICATE OF ACKNOWLEDGEMENT**

State of California

City / County of \_\_\_\_\_ SS

On this \_\_\_\_\_ day of \_\_\_\_\_ in the year 20 \_\_\_\_ before me

\_\_\_\_\_, personally appeared

\_\_\_\_\_, personally known to me (or proved to me

*(Attorney-in-fact)*

on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the

Attorney-in-fact of \_\_\_\_\_ and acknowledged to

me that he/she subscribed the name of the said company thereto as surety, and his/her own name as Attorney-in-fact.

(SEAL)

\_\_\_\_\_  
Notary Public